

## **Amendment 82** **Contract No. 229944**

### **To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System**

This Amendment 82 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 14<sup>th</sup> day of December, 2010, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### **Recitals**

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate ERG for the work necessary to re-establish the VPN tunnel at King County Metro's (KCM) new DART facility in Bothell and recommission 10 Portable Fare Transaction Processors (PFTP). This work is performed per CR-002392 v 5 *DART VPN Reconfiguration*.
- C. The Parties agree that the Work necessary to re-establish the VPN tunnel and recommission the PFTP's will be performed and compensated as described below.

## **Agreement**

### **Section 1.0 Description of Work**

1.1 The Contractor will perform the work necessary to:

- a) Update the configuration, with an IP address provided by Hopelink (KCM's DART contractor) and create the VPN connection
- b) Test the VPN connection.
- c) Recommission 10 PFTPs

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

### **Section 2.0 Compensation Changes**

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

## **VI. IMPLEMENTATION**

### **SPECIAL PROGRAMS**

LUMP SUM COST
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To perform the work necessary to re-establish the VPN tunnel and re-commission 10 PFTPs for KCM's Bothell DART facility.

**TOTAL**

**\$1839**

### **Section 3.0 Other Terms and Conditions**

All other provisions of the Contract not referenced in this Amendment Eighty-two shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: Elaine Augur  
Its: VICE PRESIDENT  
Date: 10<sup>th</sup> DEC, 2010

The Agencies

By: Candace Carlson  
Their: Operations Manager  
On behalf of the Agencies  
Date: Dec. 14, 2010

Signed by ERG Transit Systems (USA) Inc by its attorney Elaine Augur pursuant to Power of Attorney dated 18 June 2010:

Elaine Augur

Date

In the presence of:

Witness Signature

Date

Witness name: \_\_\_\_\_